

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO**

IN RE:)	
)	Case No. 10-18829
Laura Lynn Brinkman)	
)	Chapter 13
)	Hon. Randolph Baxter
Debtor.)	

MOTION TO AMEND CHAPTER 13 PLAN

1. Debtor hereby moves this Honorable Court for its order approving his Amended Chapter 13 Plan attached hereto as Exhibit "B".
2. In support of this motion Debtor states that the Amended Plan increases the dividend to unsecured creditors.

Respectfully submitted,

/s/ Priscilla A. Schnittke
KNEVEL & ASSOCIATES CO. LPA
Priscilla A. Schnittke, 0040508
Attorney for Debtor
629 Euclid Avenue, Suite 519
Cleveland, Ohio 44114
(216) 623-1901
FAX 523-7801
Email: pschnittke/@knevel.com

CERTIFICATION OF SERVICE

The undersigned, attorney for debtor herein, hereby certifies that on the 10th day of October, 2010, a copy of the Motion to Amend Plan was forwarded to each of the following by ordinary US Mail, unless otherwise indicated:

U.S. Trustee
(electronic filing)

Craig Shopneck, Chapter 13 Trustee
(electronic filing)

Laura Lynn Brinkman
2207 Lincoln Avenue
Parma, OH 44134

All scheduled creditors
As per attached Exhibit A

/s/ Priscilla A. Schnittke
KNEVEL & ASSOCIATES CO. LPA
Priscilla A. Schnittke, 0040508
Attorney for Debtor

American Eagle
P.O. Box 530942
Atlanta, GA 30353-0942

Aspire
P.O. Box 105555
Atlanta, GA 30348

Aspire
c/o Jefferson Capital
P.O. Box 410403
Salt Lake City, UT 84141

Aspire Card
c/o Jefferson Capital Syst
16 Mcleland Rd
Saint Cloud, MN 56303

Barclays Bank Delaware
Attention: Customer Support Department
Po Box 8833
Wilmington, DE 19899

Barclays Bank Delaware
c/o Northstar Location Services LLC
4285 Genesee Street
Buffalo, NY 14225

Capital One, N.a.
C/O American Infosource
Po Box 54529
Oklahoma City, OK 73154

Chase
Cardmember Services
P.O. Box 15153
Wilmington, DE 19886-5153

Chase Bank Usa N.A.
c/o Hilco Rec
Attn: Bankruptcy
1120 Lake Cook Road Suite B
Buffalo Grove, IL 60089

Citibank South Dakota NA
c/o LTD Fiinancial Services LP
7322 Southwest Freeway Ste 1600
Houston, TX 77074

Citifinancial
300 Saint Paul Place
Baltimore, MD 21202

Dillard/Gemb
P.O. Box 960012
Orlando, FL 32896-0012

Fashion Bug
745 Center Street
Milford, OH 45150

Flagstar Bank
Attn: Bankruptcy Dept MS-S144-3
5151 Corporate Dr
Troy, MI 48098

Ge Money Bank
c/o Midland Credit Management
P.O. Box 939019
San Diego, CA 92193

Ge Money Bank
c/o Genpact Services LLC
P.O. Box 1969
Southgate, MI 48195

Hsbc Bank
Po Box 5253
Carol Stream, IL 60197

Hsbc Bank
Attn: Bankruptcy
P.O. Box 5253
Carol Stream, IL 60197

Hsbc Bank
c/o Cavalry Investments, LLC
7 Skyline Drive, 2nd Floor
Hawthorne, NY 10532-2162

Hsbc Best Buy
Attn: Bankruptcy
P.O. Box 5263
Carol Stream, IL 60197

Hsbc/Scusa
P.O. Box 961245
Fort Worth, TX 76161

Merrick Bk
P.O. Box 23356
Pittsburg, PA 15222

Michael J Shionsky DPM
Downtown Podiatry Inc.
18099 Lorain Avenue #420
Cleveland, OH 44111

Santander Consumer USA
P.O. Box 660633
Dallas, TX 75266-0633

Shell
Processing Center
Des Moines, IA 50367-0400

Speedway/superamerica
539 S Main Room 36
Findlay, OH 45840

Speedway/superamerica
c/o John C Williams & Assoc
1612 Northeast Expressway
Atlanta, GA 30329

Target National Bank
3701 Wayzata Blvd, MS-3CG
Minneapolis, MN 55416

Target National Bank
c/o Javitch, Block & Rathbone
1100 Superior Avenue, 19th Floor
Cleveland, OH 44114-9971

Tnb-visa
P.O. Box 560284
Dallas, TX 75356

EXHIBIT A

Tnb-visa
c/o Javitch Block & Rathbone, LLC
1100 Superior Avenue 19th Fl
Cleveland, OH 44114

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (CLEVELAND)**

In Re:) **Chapter 13 Case No.:** 10 - 18829 - RB
 Laura Lynn Brinkman)
) **Judge** Randolph Baxter
)
 Debtor(s).) ☐ **Original Chapter 13 Plan**
) ☒ **Modified Chapter 13 Plan, dated** October 9, 2010

NOTICE: (Check One)

- ☐ This plan DOES NOT include any provision deviating from the uniform plan in effect at the time of the filing of this case.
- ☒ This plan DOES contain special provisions that must be and are set forth in paragraph 11 below.

YOUR RIGHTS WILL BE AFFECTED. You should read this plan carefully and discuss it with your attorney. Anyone who wishes to oppose any provision of this plan must file with the court a timely written objection. This plan may be confirmed and become binding without further notice or hearing unless a timely written objection is filed. **Creditors must file a proof of claim with the court in order to receive distributions under this plan.**

1. PAYMENTS

A. Within 30 days of the filing of this bankruptcy case, the Debtor or Debtors ("Debtor") shall commence making payments to the Chapter 13 Trustee (the "Trustee") in the amount of \$ 228.24 per month (the "Plan Payment").

B. The Plan Payment shall include sufficient funds to cover conduit payments and pre-confirmation adequate protection payments paid by the Trustee. Trustee may increase the Plan Payment during the term of the plan as necessary to reflect increases, if any, in any Conduit Payments paid by the Trustee.

2. DISTRIBUTIONS

A. After confirmation of this plan, funds available for distribution will be paid monthly by the Trustee in the following order: (i) Trustee's authorized percentage fee and/or administrative expenses; (ii) attorney fees as allowed under applicable rules and guidelines; (iii) conduit payments as provided for in paragraph 3(C); (iv) monthly payments as provided for in paragraphs 3(A), 3(B), 4(A), 4(B) and 9; (v) priority domestic support obligation claims pursuant to 11 U.S.C. §507(a)(1); (vi) other priority unsecured claims pursuant to 11 U.S.C. §507(a); and (vii) general unsecured claims.

B. If the Trustee has received insufficient funds from the Debtor to make the conduit payment, the Trustee may accumulate funds until sufficient funds are available for distribution of a full monthly payment. If the Trustee has received insufficient funds from the Debtor to make the fixed monthly payment to secured creditors in subsection A (iv) of this paragraph, the Trustee may pay these secured creditor claims on a pro-rata basis.

C. Unless a claim objection is sustained, a motion to value collateral or to avoid a lien is granted, or the court otherwise orders, distributions on account of claims in paragraphs 3(A), 3(C), 4(A), 5, 6, 7 and 9 will be based upon the classification and amount stated in each claim holder's proof of claim rather than any classification or amount stated in this plan.

3. CLAIMS SECURED BY REAL PROPERTY**A. Mortgage Arrearages and Real Estate Tax Arrearages**

Trustee shall pay the monthly payment amount to allowed claims for mortgage arrearages and real estate tax arrearages. Note: If the Trustee will not be making the continuing mortgage payments, the Debtor is responsible for paying all post-petition mortgage payments that ordinarily come due beginning with the first payment due after the filing of the case.

<u>Creditor</u>	<u>Property Address</u>	<u>Estimated Arrearage Claim</u>	<u>Monthly Payment on Arrearage Claim (Paid by Trustee)</u>
Flagstar Bank	2207 Lincoln Avenue Parma, OH 44134	\$0.00	\$0.00

B. Other Real Estate Claims

Trustee shall pay the monthly payment amount to creditors up to the amount specified below to be paid through the plan. The portion of any allowed claim that exceeds the amount to be paid through the plan shall be treated as an unsecured claim.

<u>Creditor</u>	<u>Property Address</u>	<u>Amount to be Paid Through the Plan</u>	<u>Interest Rate</u>	<u>Monthly Payment (Paid by Trustee)</u>
Citifinancial	2207 Lincoln Avenue Parma, OH 44134	\$0.00	0%	\$0.00

C. Conduit Payments

Trustee shall pay the regular monthly mortgage payments beginning with the first payment due after the filing of the case, subject to changes due to escrow, interest and other adjustments. Note: If the Trustee is making the continuing monthly mortgage payments, the mortgage creditor must also be listed in paragraph 3(A) above. Unless real estate taxes and insurance are included in the mortgage payments to be paid by the Trustee pursuant to the Plan, the Debtor shall remain responsible for paying those obligations as they become due.

For each mortgage listed, indicate with a "yes" or "no" if the mortgage payment includes:

<u>Creditor</u>	<u>Property Address</u>	<u>Monthly Payment (Paid by Trustee)</u>	<u>Property Insurance</u>	<u>Real Estate Taxes</u>
N/A				

4. CLAIMS SECURED BY PERSONAL PROPERTY**A. Secured Claims to be Paid in Full Through the Plan:**

Trustee shall pay the following claims in full and in equal monthly payments.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Claim Amount</u>	<u>Interest Rate</u>	<u>Monthly Payment (Paid by Trustee)</u>
Santander	2004 For Taurus	\$2,532.18	5%	\$74.93

B. Secured Claims NOT to be Paid in Full Through the Plan:

Claims specified below are debts secured by personal property not provided for in paragraph 4(A) above. Trustee shall pay the allowed claims the secured amount with interest and in equal monthly payments as specified below. The portion of any allowed claim that exceeds the secured amount will be treated as an unsecured claim. Upon confirmation, the secured amount and interest rate specified below, or as modified, will be binding under 11 U.S.C. §1327 unless a timely written objection to confirmation is filed and sustained by the court.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Secured Amount</u>	<u>Interest Rate</u>	<u>Monthly Payment (Paid by Trustee)</u>
N/A				

C. Pre-confirmation Adequate Protection Payments:

Trustee shall pay the monthly payment amount to creditors for pre-confirmation adequate protection as specified below.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Monthly Payment (Paid by Trustee)</u>
Santander	2004 Ford Taurus	\$74.93

5. DOMESTIC SUPPORT OBLIGATIONS

Debtor ☐ does ☒ does not have domestic support obligations under 11 U.S.C. §101(14A).

A. Trustee shall pay under 11 U.S.C. §507(a)(1) on a pro-rata basis the allowed arrearage claims for domestic support obligations. Debtor shall pay all post-petition domestic support obligations as those payments ordinarily come due.

<u>Creditor Name</u>	<u>Creditor Address</u>	<u>Estimated Arrearage Claim</u>
N/A		

B. Specify the holder(s) of any claims for domestic support obligations under 11 U.S.C. §1302(d) if different than the creditor(s) shown in paragraph 5(A) above. If the holder of a claim is a minor, the name and address of the minor holder shall be disclosed to the Trustee contemporaneously with the filing of this plan in compliance with 11 U.S.C. §112.

<u>Holder Name</u>	<u>Address & Telephone</u>
N/A	

6. OTHER PRIORITY CLAIMS

Trustee shall pay under 11 U.S.C. §507(a) on a pro-rata basis other allowed unsecured priority claims.

<u>Creditor</u>	<u>Estimated Claim Amount</u>
N/A	

7. GENERAL UNSECURED CLAIMS

Debtor estimates the total of the non-priority unsecured debt to be \$51,396.00. Trustee will pay to creditors with allowed non-priority unsecured claims a pro-rata share of \$2,340.00 or 5%, whichever is greater.

8. PROPERTY TO BE SURRENDERED

Debtor surrenders the following property no later than 30 days from the filing of the case unless specified otherwise in the plan. The creditor may file a claim for the deficiency and will be treated as a non-priority unsecured creditor. Any unsecured deficiency claim must be filed by the bar date for claims or allowed by separate order of the court.

<u>Creditor</u>	<u>Property Description</u>
N/A	

9. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

All executory contracts and unexpired leases are rejected except the following, which are assumed. Trustee shall pay the monthly payment amount to allowed claims for executory contract arrearages and unexpired lease arrearages. Debtor shall pay all post-petition payments that ordinarily come due beginning with the first payment due after the filing of the case.

<u>Creditor</u>	<u>Property Description</u>	<u>Estimated Arrearage Claim</u>	<u>Monthly Payment (Paid by Trustee)</u>
N/A			

10. OTHER PLAN PROVISIONS

(a) Property of the estate shall revert in the Debtor ☐ upon confirmation. ☒ upon discharge, dismissal or completion. If the Debtor has not marked one of the boxes, property of the estate shall revert in the Debtor upon confirmation. If the Debtor has elected to have property of the estate revert in the Debtor upon discharge or dismissal, the Debtor must maintain adequate insurance of all property in the estate. Unless otherwise ordered, the Debtor shall remain in possession of all property of the estate during the pendency of this case.

(b) The treatment of the claims of creditors as set forth in this plan shall become absolute upon confirmation, under 11 U.S.C. §1327. Therefore, if a creditor or contract party named herein objects to this plan, including the valuation of security, interest to be paid, and the treatment of executory contracts and unexpired leases, a formal objection to confirmation must be timely filed with the court.

(c) This plan incorporates 11 U.S.C. §1325(a)(5)(B)(i) with respect to each allowed secured claim provided for by this plan.

(d) Notwithstanding the automatic stay, creditors and lessors provided for in paragraphs 3(A), 3(C), and 9 of this plan may continue to mail customary notices or coupons to the Debtor.

11. SPECIAL PROVISIONS

This plan shall include the provisions set forth in the boxed area below. **Note: The provisions set forth below will not be effective unless there is a check in the second notice box preceding paragraph 1.** Further, these provisions should not contain a restatement of the Bankruptcy Code, Federal Rules of Bankruptcy Procedures, Local Bankruptcy Rules or case law.

A. Arrearage claims of secured creditors set forth in Article 3 of this Plan shall be disallowed to the extent they include attorney's fees, including such fees which arise in proceedings related to the default by Debtor(s) of any provision in this plan .

B. The second mortgage, held by Citifinancial, is not secured by existing equity in the real estate. Upon confirmation of the Plan the balance owed to Citifinancial shall be determined to be unsecured. Upon successful completion of the Plan and issuance of an Order of Discharge, the second mortgage to Citifinancial shall be deemed satisfied. Citifinancial is to file a Satisfaction of their second mortgage with the Cuyahoga County Records Office within seven (7) days of the successful completion of this Plan and the entering of an Order Discharging debts. If no such Satisfaction is filed, debtor(s) may file a certified copy of her Chapter 13 Plan and Order of Discharge with the Cuyahoga County Records Office and such filing shall constitute a full and complete Satisfaction of such second mortgage.

/s/ Laura Lynn Brinkman

DEBTOR

Date: October 9, 2010

DEBTOR

/s/ Priscilla Schnittke

ATTORNEY FOR DEBTOR